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Select Asset Funds, LLC*

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA**

IN RE:

MUSCLEPHARM CORPORATION

Debtor.

Chapter 11

Case No.: 22-14422-nmc

STATUS REPORT OF WHITE WINSTON SELECT ASSET FUNDS, LLC

Creditor White Winston Select Asset Funds, LLC (“*WW*”), by and through its undersigned counsel, hereby files this status report as requested by the Court at the June 23, 2023 hearing, and respectfully submits the following:

1. WW, through counsel, participated in the meet and confer conference required by this Court’s June 23, 2023 bench order. WW is prepared to agree to a reasonable schedule agreeable to the other parties for discovery, briefing, related procedural matters and hearings on

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1 all pending matters, even if such a reasonable schedule necessitates the occurrence of the Effective
2 Date to a date after August 31, 2023, which is the current deadline for the occurrence of the
3 Effective Date of the chapter 11 plan jointly filed by the Debtor and the Committee (the “**Plan**”).

4 2. WW requests that the Court determine whether to confirm the Plan (as the Debtor
5 requested in [ECF No. 554]) and approve the proposed sale of certain of the Debtor’s assets (as
6 contemplated in section 4(b) of the Plan Support Agreement (“**PSA**”)) together. Consideration of
7 the sale and confirmation of a Plan together implements and effectuates section 4(b) of the PSA,
8 where the parties agreed they will make reasonable efforts to implement a “Plan timeline that
9 coincides as reasonably as possible with the Sale timeline.” WW has discussed this joint
10 scheduling and understands that none of the parties have any objection to such scheduling.

11 3. Finally, WW requests that the Court schedule the Trustee Motion, on the one hand,
12 and all other matters, including the proposed sale and Plan matters, on the other hand, on a parallel
13 schedule. The absence of any schedule for consummation of the sale and the Plan has destabilized
14 this case. WW is not clear whether suppliers and manufacturers will continue to perform in the
15 absence of at a minimum prompt consideration of the sale and the Plan. Similarly, WW is not
16 clear whether Empery will continue to provide DIP financing to the Debtor absent at a minimum
17 greater certainty that the sale and confirmation of the Plan will occur without material delay.

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4. There is no obvious reason the Court should stay or schedule sale and Plan matters sequentially, after determination of the Trustee motion, and such a sequential schedule risks further delay and uncertainty in this case. In contrast, a parallel schedule allows the parties to do everything that needs to be done to resolve this case as promptly as possible and reduces the uncertainty in this case, while nevertheless reserving for the Court the ultimate determination whether to appoint a chapter 11 Trustee, confirm the Plan, or take other action.

JEFFREY D. STERNKLAR LLC

-and-

*Attorneys for Creditor White Winston
Select Asset Funds, LLC*

CERTIFICATE OF SERVICE

1. On June 30, 2023, I served the following document(s): **STATUS REPORT OF WHITE WINSTON SELECT ASSET FUNDS, LLC**

2. I served the above document(s) by the following means to the persons as listed below:

☒ a. ECF System:

SAMUEL A. SCHWARTZ and BRYAN A. LINDSEY on behalf of Debtor
MUSCLEPHARM CORPORATION
saschwartz@nvfirm.com, blindsey@nvfirm.com

WILLIAM NOALL and MARK M. WISENMILLER on behalf of Creditor EMPERY
ASSET MANAGEMENT, LP
wnoall@gtg.legal, mweisenmiller@gtg.legal

OGONNA M. BROWN on behalf of Creditor PRESTIGE CAPITAL CORPORATION
obrown@lewisroca.com

JOHN D. FIERO, JASON H. ROSELL, and MATTHEW C. ZIRZOW on behalf of the
OFFICIAL COMMITTEE OF UNSECURED CREDITORS
jfiero@pszjlaw.com, jrosell@pszjlaw.com, mzinzow@lzlawnv.com

TRACY M O'STEEN on behalf of interested party RYAN DREXLER
tosteen@carlyoncica.com

ROBERT T. STEWART on behalf of Creditor NUTRABLEND FOODS
rstewart@foley.com

☐ b. United States mail, postage fully prepaid:

☐ c. Personal Service:

I personally delivered the document(s) to the persons at these addresses:

☐ For a party represented by an attorney, delivery was made by handing the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

☐ For a party, delivery was made by handling the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

☐ d. By direct email (as opposed to through the ECF System):
Based upon the written agreement of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ e. By fax transmission:

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Based upon the written agreement of the parties to accept service by fax transmission or a court order, I faxed the document(s) to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

☐ f. By messenger:

I served the document(s) by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a messenger for service.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 30, 2023.

By: /s/ Bart K. Larsen, Esq.